

CONTRACTNO. 01-04-A-120633-0995

AMENDMENT NO. _____

AG Contract No. KR95 0886TRN
ADOT ECS File No. JPA 95-73
Project No. BR-984 (67)
TRACS No. SB387 02D
Project: Bridge Management System
Computer Acquisition

This number must appear on all invoices, correspondence, and documents pertaining to this contract.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

PIMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 19 October, 1995, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and PIMA COUNTY, ARIZONA, acting by and through its Board of Supervisors (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. Congress has authorized appropriations for, but not limited to, the construction of streets and primary, feeder and farm-to-market roads; the replacement of bridges; the elimination of roadside obstacles; the application of pavement markings; and the acquisition of computer hardware and software for bridge management.

4. Such project has been selected by the County; the specifications have been prepared and, as required, submitted to the Federal Highway Administration (FHWA) for its approval.

NO. <u>20242</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/19/95</u>
<u>Gene of the Hall</u> Secretary of State
By <u>Vicky Greenwood</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The County, in order to obtain federal funds for the project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA.

7. The acquisition embraced in this agreement and the estimated cost are as follows: Bridge Management System computer acquisition.

Estimated Project Cost	\$	13,000.00
Federal Aid Funds	\$	9,600.00
County Funds	\$	3,400.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved.

a. If such project is approved by FHWA and the funds are available for the project, the State, as authorized agent for the County, with the aid and consent of the County and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the County and the FHWA, enter into a contract with a firm to whom the award is made for the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the County. The State will enter into a Project Agreement with FHWA and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said acquisition by a change in the extent or scope called for in this agreement, upon the concurrence of the County of the requirement for such increase, the County shall be obligated to incur such expenditure in excess.

2. Prior to the solicitation of bids, the County shall deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

3. Upon completion of acquisition, the County shall provide for, at its own cost and as an annual item in its budget, proper maintenance.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and County, each in the proportion prescribed or as fixed and determined by the State, the County and the FHWA as stipulated in this agreement. Therefore, County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another governmental entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 S. 17th Avenue - 616E
Phoenix, AZ 85007

Pima County
Department of Transportation
Attn: Deputy Director
201 N. Stone Avenue
Tucson, AZ 85701

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

PIMA COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By Paul Marsh
PAUL MARSH, Chairman
Board of Supervisors

By Peter L. Eno
PETER L. ENO
Contract Administrator

SEP - 5 1995

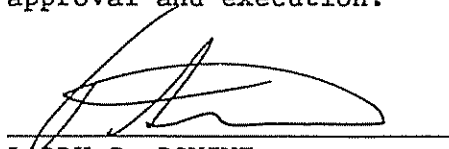
ATTEST:

By Jane S. Williams
JANE WILLIAMS
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 1st day of May 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Maricopa County, Pima County, Yuma County, Graham County and the City of Phoenix for the purpose of defining responsibilities for the pass through of federal aid funds for the acquisition of Bridge Management System computers.

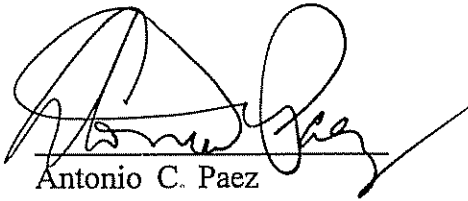
Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.



for LARRY S. BONINE
Director

APPROVAL

The foregoing Intergovernmental Agreement (JPA 95-73: Bridge Management System, Computer Equipment) by and between Arizona Department of Transportation, and Pima County, has been reviewed and is hereby approved as to content.

A handwritten signature in black ink, appearing to read 'Antonio C. Paez', is written over a horizontal line.

Antonio C. Paez
Director
Pima County Department of Transportation
and Flood Control District

RESOLUTION NO. 1995 220

RESOLUTION OF PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF THE INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION (ADOT), WHICH AGREEMENT PROVIDES FOR THE FUNDING, AND DEFINES THE RESPONSIBILITIES OF THE PARTIES, FOR RECEIPT OF FEDERAL HIGHWAY ADMINISTRATION FUNDS FOR BRIDGE MANAGEMENT SYSTEM COMPUTER EQUIPMENT (ADOT JPA No. 95-73).

(ALL DISTRICTS)

WHEREAS, Pima County has determined it to be in the best interest of the Public to enter into an Intergovernmental Agreement with ADOT for the purpose of acquiring Federal Highway Administration (FHWA) funding, and defining responsibilities of the parties for bridge management computer equipment, and

WHEREAS, Congress has authorized appropriations for the design and construction of streets and primary feeder and farm to market roads, bridge replacements, and other transportation related improvements and equipment, and

WHEREAS, Pima County will receive computer equipment for the purpose of participating in the FHWA bridge management system data and monitoring program, and

WHEREAS, Pima County has the funding available to participate in this FHWA program in the amount of \$3,400.00 as its share of the associated costs of the program,

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED:


THAT Pima County enter into an Intergovernmental Agreement with ADOT (JPA No. 95-73) for the purpose of funding computer equipment acquisition for the FHWA Bridge Management System program, and

THAT the Chairman of this Board is hereby authorized and directed to sign the Intergovernmental Agreement with the Arizona Department of Transportation.

PASSED, ADOPTED AND APPROVED this 5th day of Sep 1995

PIMA COUNTY BOARD OF SUPERVISORS


Chairman SEP - 5 1995

ATTEST:

Clerk Board of Supervisors

APPROVED AS TO FORM:

 9-20-95
Deputy County Attorney

APPROVAL OF THE PIMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and PIMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 23RD day of June, 1995.

Christine C. Curtis

County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-0886-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of October, 1995.

GRANT WOODS
Attorney General

A handwritten signature in cursive script, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/25